

PAUL J. SULLA, JR.

ATTORNEY AT LAW
A LAW CORPORATION

2061 Kalanianaole Ave.
PO Box 5258
Hilo, HI 96720

Telephone (808) 933-3600
Facsimile (808) 933-3601
e-mail psulla@aloha.net

*Also Admitted in Massachusetts

March 18, 2010

SENT BY CERTIFIED MAIL

BAC Home Loans Servicing, LP
Attn: Customer Service Correspondence Unit
CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170

RE: Perle Menashe
5105 Kapiolani Loop, Princeville, HI 96722
Loan No. 169917400 - Countrywide Bank

Dear Sir or Madam:

Enclosed is correspondence dated December 21, 2009, during which I introduced this office as representing Perle Menashe of Princeville, Hawaii with regard to her loan and mortgage dated June 7, 2007, to Countrywide Bank in the original amount of \$600,000.00. In that earlier letter I made a request under RESPA for a certified copy of the original promissory note and a copy of the appraisal of the property taken at the time of the loan. To date I have had no response.

Ms. Menashe is a mortgagor seeking information she is entitled to regarding the aforementioned promissory note and mortgage. My client has struggled to maintain her obligations under her mortgage. She is entitled to have her requests answered.

On December 31, 2009, your office forwarded correspondence requesting written authorization from Ms. Menashe. I obtained her authorization and on January 22, 2010, and forwarded the written authorization to you, a copy of which is also enclosed.

Exhibit 2

March 18, 2010

Page 2

Since that time I have just heard from my client that she was contacted by your office directly, seeking verification of her signature on her authorization, using her signature on the original promissory note. Without providing a copy of the promissory note allegedly signed by Ms. Menashe, your service agent then informed her that in their opinion her signatures did not match and therefore Ms. Menashe would have the prove her identity otherwise!

This communication was all done directly with my client by your telephone representative, without any information provided or consent obtained by this office as her attorney. When a communication comes from her attorney requesting this information, it is not only insulting and unfair, but unethical to ignore the legal representative to speak with the client. By this continued obstruction and courtesy shown by your employees, I find that your servicing this loan is clearly meant to impede, delay and frustrate legitimate mortgagors requesting information that is required to be maintained and provided upon request.

At this stage, it is my opinion that you are in violation of the original RESPA order requesting copies of the note and copies of the appraisal. My office will now begin a forensic audit of the note and mortgage to confirm this office's suspicions that there have been several federal and state violations committed by Countrywide at the time of the refinance, as well as probable predatory lending and dishonest underwriting of the loan.

Preliminary to that forensic audit, this letter shall now serve as the **second** Qualified Written Request pursuant to RESPA (12 USC §2601 et seq.), for the following information:

1. All documents which relate to the original loan transaction which is the subject of this request (hereinafter, the "transaction"), including but not limited to, loan application(s), good faith estimate(s), loan commitment letter(s), Truth in Lending Disclosure Statement(s), Notice(s) of Right to Cancel, HUD-1 or final settlement statement(s), promissory note(s)/agreement(s), mortgage(s)/deed(s) of trust.

March 18, 2010

Page 3

2. All purchase and sale of mortgage agreements, sale or transfer of servicing rights or other similar agreement related to any assignment, purchase or sale of the mortgage loan or servicing rights by you, any broker, affiliate company, parent company, servicers, bank, government sponsored enterprise, sub-servicers, mortgage broker, mortgage banker or any holder of any right related to the mortgage, promissory note and deed of trust from the inception of the loan to the present date.

3. All assignments, transfers, or other documents evidencing a transfer, sale or assignment of the mortgage, deed of trust, promissory note or other document that secures payment by me to the obligation in this account from the inception of the loan to the present date.

4. All deeds in lieu, modifications to the mortgage, promissory note or deed of trust from the inception of the loan to the present date.

5. Each and every canceled check, money order, draft, debit or credit notice issued to any servicer of the account for payment of any monthly payment, other payment, escrow charge, fee or expense on the account.

6. All escrow analyses conducted on the account from the inception of the loan until the date of this letter.

7. Each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on the disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

8. Copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by borrower(s) or by others on the account.

9. All letters, statements and documents sent to borrower(s) by your company.

10. All letters, statements and documents sent to borrower(s) by agents, attorneys or representatives of your company.

March 18, 2010

Page 4

11. All letters, statements and documents sent to borrower(s) by previous servicers, sub-servicers or others in your loan file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicer, servicer, attorney or other representative of your company.

12. All letters, statements and documents contained in the loan file or imaged by you, any servicer or sub-servicers of the mortgage from the inception of the loan to present date.

13. All electronic transfers, assignments, sales of the note, mortgage, deed of trust or other security instrument.

14. All agreements, contracts and understandings with vendors that have been paid for any charge on the account from the inception of the loan to the present date.

15. All agreements, contracts and understanding between you and the loan originator for this transaction.

16. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of the loan from the inception of the loan until present date.

17. All loan servicing transaction records, ledgers, registers and similar items detailing how the loan has been serviced from the from the inception of the loan until present date.

18. All loan servicing agreements between the servicer(s) and the loan holder, lender, and/or trustees.

19. Copies of all sales contracts, servicing agreements, assignments, transfers, indemnification agreements, recourse agreements and any agreement related to the loan from its inception to the current date written above.

March 18, 2010

Page 5

Further, please provide, in writing, the answers to the questions listed below.

1) Please identify the name, address and telephone number of the current holder (or owner) of the note.

2) Please identify the name, address and telephone number of the current holder (or owner) of the mortgage.

3) Identify the name, address and telephone number of the mortgage broker involved in the transaction.

4) Identify any and all fees or any "things of value" provided to mortgage broker in the transaction.

5) Identify specifically how the "Annual Percentage Rate" and "Amount Financed" were calculated in connection with this loan.

6) Please identify where the originals of the entire loan file are currently located and how they are being stored, kept and protected.

7) Where is the "original" promissory note located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

8) Where is the current mortgagee under the mortgage located? Please describe its physical location and anyone holding this mortgage as a custodian or trustee if applicable.

9) Has the mortgage loan been made a part of any mortgage pool since the inception of the loan? If yes, please identify each and every loan mortgage pool that the mortgage has been a part of from the inception of the loan to the present date.

10) Have there been any "investors" who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that the mortgage loan has ever been a part of from the inception of the mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization or company.

March 18, 2010
Page 6

11) Please identify the parties and their addresses to all sales contracts, servicing agreements, assignments, transfers, indemnification agreements, recourse agreements and any agreement related to the loan from its inception to the current date written above.

You have twenty (20) days from receipt of this letter to comply with these demands, please govern yourselves accordingly. We look forward to your timely compliance.

Thank you for your kind attention.

Sincerely,

Paul J. Sulla, Jr.

PJS/gle
cc: client

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Delivery Insurance Coverage Provided)
For delivery information visit our web site at www.usps.com

7008 3230 0001 7693 7460

OFFICIAL USE

Postage	\$ 1.22
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.32

3/18/10
Postmark
Here

Sent to
BAC Home Loans Servicing, Attn: C.S.
Street, Apt. No.: CA 699-01-41
or PO Box No.: PO BOX 5170
City, State, Zip: Simi Valley, CA 93062
Seattle

PS Form 3811, Revision 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BAC Home Loans Servicing
Attn: Customer Service
CA 699-01-41
PO BOX 5170
Simi Valley, CA
93062

2. Article Number

(Transfer from service label)

7008 3230 0001 7693 7460

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

NELSON A. HERNANDEZ

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes